

Confirmation No. 2127

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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|-------------|---------------------------|-----------------|------------|
| Appellant:  | Cooper                    | Examiner:       | Greene, D. |
| Serial No.: | 09/614,270                | Group Art Unit: | 3694       |
| Filed:      | July 12, 2000             | Docket No.:     | TCFB.002PA |
| Title:      | Debit Card Billing System |                 |            |

**AMENDED APPEAL BRIEF**

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Alexandria, VA 22313-1450

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| Customer No.<br><b>40581</b> |
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Dear Sir:

This Amended Appeal Brief is submitted pursuant to 37 C.F.R. §41.37, in support of the Notice of Appeal filed April 16, 2007 and in response to the rejections of claims 45-66 as set forth in the Final Office Action dated January 16, 2007, and in further response to the Advisory Action dated April 4, 2007.

If necessary, authority is given to charge/credit Deposit Account 50-0996 additional fees/overages in support of this filing.

**I. Real Party In Interest**

The real party in interest is TCF Financial Corporation, having a principal place of business at 801 Marquette Avenue, Minneapolis, Minnesota 55402. The above-referenced patent application is assigned at Reel/Frame No. 010959/0174 to TCF Financial Corporation.

**II. Related Appeals and Interferences**

Appellant is unaware of any related appeals or interferences.

**III. Status of Claims**

Claims 1-44 stand canceled. Claims 45-66 stand rejected and are presented for appeal; the pending claims under appeal are listed in the attached Claims Appendix.

**IV. Status of Amendments**

No amendments have been filed subsequent to the Final Office Action dated January 16, 2007.

**V. Summary of Claimed Subject Matter**

The present invention relates generally to debit card billing systems. The present invention is exemplified in a number of implementations and applications, some of which relate to the following.

As is consistent with claim 45, an example embodiment is directed to a purchase transaction system for managing transaction cards issued to respective users relative to their status at a banking institution at which they hold a consideration-bearing banking account. *See, e.g.*, FIG. 5 and corresponding discussion beginning at page 6:29; *see also* Background of the Invention for a discussion of bank accounts as opposed to credit card accounts. The system includes a computer arrangement (*see, e.g.*, 42, 44 of FIG. 5 and page 8:4-20) that is configured and arranged to carry out the following for each user. A transaction balance of the user's consideration-bearing banking account is monitored (*see, e.g.*, item 14 of FIG. 1 and items 26, 28 of FIG. 2, with corresponding discussion at pages 5:3-16 and 7:7-13). A notification is made when the consideration-bearing bank account is below a threshold (*see, e.g.*, monitoring as above with avoidance of overdrafts as described at page 2:27-3:5; *see also* updating available balance at

page 6:7-13). A transaction card purchase limit is established as a function of the transaction balance of the consideration-bearing bank account (*see, e.g.*, items 26, 28 of FIG. 2 and page 7:7-13). Purchases are tracked against the transaction cards as a function of the transaction card purchase limit (*see, e.g.*, items 24, 26 of FIG. 2 and page 5:22- 6:13). The computer arrangement is further configured and arranged, for each user and at the end of a billing cycle, for issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle, providing a time window for users to provide funds for the transaction card purchases, and automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window. *See, e.g.*, FIG. 3 and discussion at page 6:14-28.

As is consistent with claim 56, in another example embodiment of the present invention, transaction cards, which are issued to respective users relative to their status at a banking institution at which they hold a consideration-bearing banking account (*see, e.g.*, Background of the Invention a discussion of bank accounts as opposed to credit card accounts), are managed as follows. A transaction balance of each user's consideration-bearing banking account is monitored, and a notification is made when the consideration-bearing bank account is below a threshold. *See, e.g.*, item 14 of FIG. 1 and items 26, 28 of FIG. 2, with corresponding discussion at pages 5:3-16 and 7:7-13 and avoidance of overdrafts as described at page 2:27-3:5. A transaction card purchase limit is established for each user as a function of the transaction balance of the consideration-bearing bank account (*see, e.g.*, items 26, 28 of FIG. 2 and page 7:7-13). Purchases are tracked against the transaction cards as a function of the transaction card purchase limit (*see, e.g.*, items 24, 26 of FIG. 2 and page 5:22- 6:13). At the end of a billing cycle, a statement is issued to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle, providing a time window for users to provide funds for the transaction card purchases. *See, e.g.*, FIG. 3 and discussion at page 6:14-28. Funds are automatically transferred for transaction card purchases reflected on each user's statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window. *See, e.g.*, FIG. 3 and discussion at page 6:14-28.

## **VI. Grounds of Rejection to be Reviewed Upon Appeal**

1. Claims 45-66 stand rejected under § 112(1) regarding the three terms (i) “consideration-bearing bank account”, (ii) “providing a time window for users to provide funds for the transaction card purchases”, and (iii) “a communication protocol implemented with the user during the transaction”.
2. Claims 45, 48, 51-53, 55-56, 59, 62-64 and 66 under § 112(2) for the term “consideration-bearing bank account.”
3. Claims 45-66 stand rejected under 35 U.S.C. §103(a) over Bissonette *et al.* (U.S. Patent No. 6,343,279, hereinafter the ‘279 reference) in view of Fleischl (U.S. Patent No. 6,038,552, hereinafter the ‘552 reference).

## **VII. Argument**

The Sections 112(1) and 112(2) rejections must be reversed because each rejection is based upon an interpretation that is inconsistent with the specification and the plain meaning of claim terms. Moreover, the rejections are based upon an improper requirement of word-for word correspondence in the specification in a manner that is contrary to relevant law and related sections of the M.P.E.P. Each of the terms upon which the rejections are based is supported in the specification in a manner consistent with all related requirements, as discussed in greater detail below. The Section 103 rejections must also be reversed because the cited references do not correspond to the claimed limitations and there is no motivation to modify the references as suggested in the Office Actions of records or as necessary in order to provide correspondence to the claimed limitations.

### **A. The §112(1) rejection must be reversed because the standard used in making the rejection is erroneous; further, the claims and specification meet the requirements under Section 112.**

The § 112(1) rejection applies an erroneous standard by requiring that the specification use “the specific words” in the claimed limitations, and that the specification set forth the exact

“metes and bounds” of the claimed limitations. As is consistent with M.P.E.P. §2163, lack of word-for-word (“*ipsis verbis*”) correspondence between the claim terms and the specification is not a proper basis for a rejection under §112(1). More particularly, M.P.E.P. §2163 indicates that, “[i]f a skilled artisan would have understood the inventor to be in possession of the claimed invention at the time of filing, even if every nuance of the claims is not explicitly described in the specification, then the adequate description requirement is met ....” In addition to the above, MPEP § 2163.02 further indicates that (“(t)he subject matter of the claim need not be described literally (*i.e.*, using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement.”).

In this regard, the Examiner’s requirement that the specification lists the exact claim terms used is clearly erroneous and contrary to applicable law. Moreover, as described in detail by the Applicant in communications of record, the specification supports all of the limitations upon which the claim rejections are based in a manner consistent with the above-discussed requirements of Section 112 and as related to the above-discussed portions of the M.P.E.P. The Section 112 rejection is based upon the three terms: (i) “consideration-bearing bank account”, (ii) “providing a time window for users to provide funds for the transaction card purchases”, and (iii) “a communication protocol implemented with the user during the transaction”. Each of these terms and the corresponding specification support are described separately as follows.

#### **1. Claims 45-66: “Consideration-bearing bank account” is consistently supported**

The record unequivocally evidences that “consideration-bearing bank account” refers to a conventional bank account that provides some form of consideration such as interest. As is consistent with dictionary definitions presented in the record, the specification exemplifies such an account as a checking or savings account that provides consideration (or interest) to the account holder (*see, e.g.*, Spec. at p.4:2-5). U.S. letters patents commonly use the term “bank account” in the same context. The Examiner has no problem understanding and asserting a broad-based meaning for “consideration-bearing” for the §103 rejection of the claims. The error in this rejection is perhaps most apparent by the Examiner’s assertion that the meaning of “consideration-bearing bank account” cannot be ascertained even from claims 53 and 64, each of which expressly define “consideration-bearing bank account” as being “at least one of: an interest-bearing banking account; a checking account and a savings account” --- there should be no confusion. As further

discussed below, Appellant submits that this record supports the position that this claim term complies with the requirements of §112.

Moreover, the Background of the Invention discusses various aspects of banking accounts while providing a comparison of bank accounts to credit-card accounts.

**2. Claims 53 and 64 expressly define “consideration-bearing bank account”**

The rationale for the Section 112 rejection of claims 53 and 64 is expressly contradicted by the further-narrowing limitations of claims 53 and 64. As applied to claims 53 and 64, the rationale is illogical in that the rejection is based on the premise that one skilled in the art would not understand what is meant by the term “consideration-bearing bank account” even though each of claims 53 and 64 explicitly states: “the consideration-bearing banking account is at least one of: an interest-bearing banking account; a checking account and a savings account.”

As indicated above, M.P.E.P. § 2163 states that *ipsis verbis* support for the claim terms is unnecessary, support for each of checking, savings and interest-bearing bank accounts are found word-for-word within the specification. *See, e.g.*, page 2 lines 2-12. As such, the rejections are improper and must be reversed.

**3. The specification supports the term, “providing a time window for users to provide funds for the transaction card purchases”**

The rejection based on this claim term should also fail because the specification supports the limitations directed to providing a time window (*e.g.*, a time period) for providing funds. See specification at FIG. 3 and see also the relevant discussion at page 7:18 *et seq.* In one embodiment, such a window involves a 15-day period. Other examples in the specification, as acknowledged by the Examiner, are in the form of a “payment period countdown” such as a fifteen-day period “wherein said payment period is a period of fifteen days.” As the Examiner notes, the claimed limitations are not necessarily limited to these examples; however, the record is clear that the skilled artisan would have understood that the inventor had possession of the claimed invention. More specific and more broad examples would also be consistent but would seem unnecessary given the requirements of Section 112, especially given that M.P.E.P. § 2163 indicates that *ipsis verbis* support for the claim terms is unnecessary. The rejections based on this claim term are improper and must be reversed.

**4. The specification supports the term, “a communication protocol implemented with the user during the transaction”**

The rejection based on this claim term should also fail because the specification supports the limitations directed to “a communication protocol implemented with the user during the transaction”. The specification describes example embodiments corresponding to such limitations directed to “a communication protocol” in FIG. 3 and with the description of user-system interactions in the specification at page 6:28 to 7:10, and further at page 8:21-25. Particular examples include user-system interactions over a secure Internet interface (*i.e.*, using Internet protocols), email (*i.e.*, using simple mail transfer protocol (SMTP)) or others. The Final Office Action acknowledges that the specification describes limitations directed towards communications, but errs in relying upon the specification’s lack of inclusion of the exact term “communications protocol”; the specification not only provides examples sufficient for understanding of the claimed limitations by one of skill in the art, it actually specifies communications protocols including Internet and SMTP. Once again, it would seem that the rejection is improperly based on the premise that *ipsis verbis* support for the claim terms is required. Under M.P.E.P. § 2163, such support is not required and the rejections based on this claim term must be reversed.

In view of the above discussion relative to both the erroneous nature of the application of Section 112 and the significant support in the specification for the claimed limitations, the Section 112(1) rejections must be reversed.

**B. The §112(2) rejection must be reversed because the claimed limitations meet the requirements of Section 112, as supported in the specification and otherwise.**

The § 112(2) rejection based upon the claim limitation “consideration-bearing banking account” must be reversed because these limitations, as described by way of example in the specification relative to various bank accounts, is consistent with the requirements of Section 112.

The specification provides explicit examples of banking accounts and also distinguishes such banking accounts from credit card accounts. *See Field of the Invention* (“checking or other banking institution accounts”); *See also* page 1 at lines 8-10 (“Credit cards allow a consumer to make purchases on *credit accounts* [emphasis added]”) and at lines 18-20 (“the *funds* to cover the purchase are taken immediately and directly from the consumer’s *checking account* [emphasis added]”); *See also* page 2, lines 2-4 (“The debit card account holders are able to review the debit transactions and have the opportunity to supply additional funds or alternative sources of payment other than a *direct debit to the account* [emphasis added]”). As such, the specification contains clear support for the term banking accounts (*i.e.*, accounts in which funds are deposited by the account holder and from which debits may be drawn).

To the extent that this rejection might implicitly question consistent use and/or support in the specification for this term, the claim term “consideration-bearing bank account” has no special meaning and therefore carries no requirement for a definition in the claim terms. No definition of this term is needed because its use is consistent with the ordinary meaning of “bank account” (*e.g.*, funds deposited by a customer for entrusting to a bank and subject to withdrawals by the customer (as exemplified in the specification by way of a savings account or a checking account). The discussion above in connection with Section 112(1) and the citation to M.P.E.P. § 2163.02 provides further discussion of the various example bank accounts as to which these claim limitations may be applied.

In addition to examples as described in the specification, the term “bank account” is well-known as exemplified in the American Heritage Dictionary, Copyright 2000 at dictionary.com (“bank account: n. funds deposited in a bank that are credited to and subject to withdrawal by the depositor”). This term is a well-understood term and commonly used by those skilled in the art as supported by its use in a multitude of U.S. Letters Patent<sup>1</sup>. As for the adjective in this claim term,

<sup>1</sup> *See, e.g.*, 6,044,360, 6,947,897; 6,938,821; 6,910,020; 6,871,287.



“consideration-bearing”, no definition is needed because its ordinary meaning applies and because explicit examples are provided in the specification and in claims 53 and 64 (which are rejected even though they expressly comply with the erroneous standard asserted in the Final Office Action for § 112(2)). As the record is clear on this issue and the rejection presents no evidence or rationale in support thereof, the § 112(2) rejections must be reversed.

**C. The §103 rejections must be reversed because the rejection fails to show correspondence to all of the claimed limitations and further because there is no motivation to modify the primary reference as suggested or as required to arrive at the claimed limitations.**

**1. The cited references fail to correspond to the claimed limitations.**

The Section 103 rejections must be reversed because the cited references do not correspond to all of the claimed limitations, including those directed to a consideration-bearing bank account and related aspects such as notifying when such an account is below a threshold. In this context, the Final Office Action’s assertion that the credit account in the ‘279 reference is a consideration-bearing banking account (*e.g.*, in which a user maintains funds), and further that such an account has a threshold below which a notification is made, is confusing and contrary to both use in the banking industry and the specification of the ‘279 reference. The following more particularly addresses the cited references in the context of the claimed limitations and, accordingly, the impropriety of the Section 103 rejections.

**a. The Final Office Action’s interpretation is inconsistent with Appellant’s disclosure.**

The broadest reasonable interpretation of the claims must be consistent with an applicant’s disclosure. *See In re Am. Acad. of Sci. Tech Ctr.*, 367 F.3d 1359, 1364 (Fed. Cir. 2004). The Final Office Action’s interpretation requires that the claimed banking account is a credit card account. Such an interpretation is improper because it is inconsistent with Appellant’s disclosure. More specifically, Appellant’s disclosure teaches that credit card accounts and banking accounts are distinct from one another. For example, a banking account may be debited to cover outstanding transactions, whereas credit accounts are negative balances that allow a user to keep funds in a separate account that may earn interest (*e.g.*, a separate consideration-bearing banking account). *See, e.g.*, page 1, line 6 to page 2 line 9; see also, page

3, line 25 to page 4, line 8. In another example, Appellant's specification, at page 2, lines 16-17, teaches that "*unlike credit cards*, the purchases are immediately posted to the consumer's checking account as if the consumer had written a check [emphasis added]." Moreover, applying the Final Office Action's interpretation to various systems disclosed in Appellant's specification would result in the systems that would function contrary to any known banking practices and common sense. For instance, on system disclosed in Appellant's specification debits a banking account to pay for outstanding charges. *See, e.g.*, page 2, lines 16-18. None of the reference teaches, and logic dictates that one would not further debit a credit account in order to pay for outstanding charges as such a transaction is circular. Accordingly, the Final Office Action's interpretation is inconsistent with and illogical in view of Appellant's specification.

**b. The Final Office Action's interpretation is inconsistent with the interpretation of those of skill in the art.**

The correspondence as alleged in the Final Office Action appears to rely upon the above-discussed (misplaced) §112 assertions in ascribing special meaning to the claim terms including the term "bank account" in a manner that contradicts the evidence of record and definitions that are both accepted throughout the banking industry and used in the patents noted above. Appellant's disclosure and the disclosure of the patents noted above use the phrases in a manner inconsistent with the manner asserted by the Final Office Action. *See M.P.E.P* §2111, citing to *In re Cortright*, 165 F.3d 1353, 1359, 49 USPQ2d 1464, 1468 (Fed. Cir. 1999) (Holding that an interpretation that was inconsistent with the applicant's disclosure and three patents from analogous arts was an incorrect interpretation). In short, the credit account-based approaches in the cited references are independent accounts relative to any consideration-bearing banking account and, correspondingly, are unrelated to the claimed limitations.

**c. The Final Office Action has failed to address each claim limitation.**

In addition to the above, the Final Office Action failed to assert any correspondence to a variety of other claimed limitations. For example, no correspondence has been established for limitations directed to withdrawing funds from a bank account, to a credit account relative to a bank account, or to operations relating to withdrawals. As a specific example, claims 48 and 59 are directed to both "tracking purchases ..." and "tracking withdrawals"; the Final Office Action

fails to explain how these operations would be carried out in the asserted prior art and thus fails to provide correspondence to these limitations.

Regarding limitations directed to a communication protocol implemented during a time window, the Final Office Action's assertion that "[c]learly, the reconciliation cannot be performed without the user receiving a communication of some sort that such needs to be accomplished" relies upon an unsupported assertion and falls far short of showing correspondences to the claimed limitations.

As applicable to independent claims 45 and 56, the claimed limitations are directed to transactions and transaction systems involving a consideration-bearing bank account having a balance that is monitored and used for notification when the balance drops below a threshold (*e.g.*, funds are withdrawn) and for establishing a separate transaction card purchase limit. As discussed in the specification of the instant application, these characteristics provide unique functionality relative to conventional credit-based approaches, such as those described in the cited references. As discussed briefly above, the cited portions of the '279 reference disclose the "reconciliation of credit card transactions with bank records" but fail to describe a consideration-bearing bank account as claimed, as well as the related threshold and purchase limits. The transactions of the '279 reference are limited to credit account and thus provide no correspondence to the claimed consideration-bearing bank accounts. There is no balance of user funds in the account and thus no banking account as claimed, and further no establishment of any related purchase limit or related threshold for such a banking account.

Insofar as neither asserted reference includes such limitations, no combination of their teachings can be arranged in a manner that would correspond under the rigorous requirements of § 103.

## **2. There is no motivation to modify the primary '279 reference.**

The Section 103 rejections must also be reversed because there is no motivation to modify the '279 reference; the Final Office Action failed to cite any evidence of motivation in relying only upon the Examiner's unsupported opinion, and the proposed modification would result in a system that is fundamentally different from the system taught by the primary reference.

Regarding the lack of evidence, the Office Actions of record indicate that the '279 reference fails to teach or suggest various limitations, while merely asserting that modifying the '279 reference "would have been obvious to one having ordinary skill in the art" based upon the Examiner's opinion. This approach is contrary to the requirements of Section 103 and relevant law. "A patent composed of several elements is not proved obvious merely by demonstrating that each element was, independently, known in the prior art." *KSR Int'l Co. v. Teleflex Inc.*, 127 S. Ct. 1727 (U.S. 2007). In this instance, the Examiner has not cited any evidence as to why one of skill in the art would find the asserted combination obvious. Instead the Examiner has points to various hindsight-based results of the proposed modification touted as advantageous in terms of the '279 reference. A proper showing of obviousness would construe such characteristics, not in hindsight view of the Applicant's specification, but in terms of their desirability as evidenced by the prior art. Such a failure to address the rationale for combining known subject matter is improper and cannot be the basis for a rejection. More specifically, "(a)lthough common sense directs caution as to a patent application claiming as innovation the combination of two known devices according to their established functions, it can be important to identify a reason that would have prompted a person of ordinary skill in the art to combine the elements as the new invention does. Inventions usually rely upon building blocks long since uncovered, and claimed discoveries almost necessarily will be combinations of what, in some sense, is already known." *Id.* As relevant here, the Section 103 rejection has thus failed to cite such a reason to combine as is required to establish and maintain such a rejection.

Regarding the proposed modification of the '279 reference, Applicant also refers to M.P.E.P. §2143.01 and the rule that a §103 rejection cannot be maintained when the asserted modification undermines purpose or operation of the reference being used for the rejection. Applicant submits that, to the extent that the Office Actions of record provide a discernible explanation of the combination of teachings, the system resulting from the assertion would be entirely different than the one intended by the primary reference; therefore, the primary reference would teach away from the asserted combination of references. While the Office Actions of record have not explained how aspects of the '279 patent would somehow be displaced and/or supplemented by the '552 patent's multi-purpose account, any such combination would undermine the credit card account-based objectives stated in the '279 patent. These objectives include integrated financial management of multiple credit card accounts relative to internal

company controls (Col 1:41-61), and reconciliation between recorded financial transactions and the credit card activity (Col 1:62-64, Col. 2:1-14). By merging the two sets of teachings as apparently asserted for the §103 rejections, the resultant system would be operating on a single multi-purpose account and, therefore, would not be operating so as to provide these reconciliation-based objectives. As such, the Final Office Action's proposed modification of primary reference would require substantial reconstruction and redesign of the elements of the primary reference in a manner that is inconsistent with its intended purpose (*i.e.*, the management of multiple credit card accounts). Where a proposed modification would change the principle of operation of a primary reference (*i.e.*, require a substantial reconstruction and redesign of the elements) or render a primary reference unsatisfactory for its intended purpose, the proposed modification is unmotivated. *See, e.g., In re Gordon*, 733 F.2d 900, 221 U.S.P.Q. 1125 (Fed. Cir. 1984); *See also In re Ratti*, 46 C.C.P.A. 976, 981 (C.C.P.A. 1959).

In view of the above, the Section 103 rejections must be reversed because the cited references fail to correspond to the claimed limitations, and further because there is no motivation to modify the primary '279 reference as asserted.

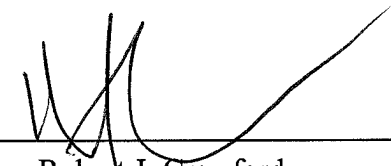
### **VIII. Conclusion**

In view of the above, Appellant submits that the rejections of claims 45-66 are improper. Appellant therefore requests reversal of the rejections as applied to the appealed claims and allowance of the entire application.

Authority to charge the undersigned's deposit account was provided on the first page of this brief.

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Respectfully submitted,

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**CLAIMS APPENDIX**  
(S/N 09/614,270)

45. A purchase transaction system for managing transaction cards issued to respective users relative to their status at a banking institution at which they hold a consideration-bearing banking account, the system comprising a computer arrangement configured and arranged, for each user, for:

monitoring a transaction balance of the user's consideration-bearing banking account;  
notifying when the consideration-bearing bank account is below a threshold;  
establishing a transaction card purchase limit as a function of the transaction balance of the consideration-bearing bank account;

tracking purchases against the transaction cards as a function of the transaction card purchase limit; and

at the end of a billing cycle:

issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle,

providing a time window for users to provide funds for the transaction card purchases, and

for each user, automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window.

46. The system of claim 45, wherein the computer arrangement is further configured and arranged, for each user, for:

re-establishing the transaction card purchase limit as a function of tracked purchases against the transaction card.

47. The system of claim 45, wherein the computer arrangement is further configured and arranged, for each user, for:

re-establishing the transaction card purchase limit when the statement has been issued.

48. The system of claim 45, wherein the computer arrangement is further configured and arranged, for each user, for:

tracking withdrawals against the transaction cards as a function of the transaction card purchase limit;

wherein issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle includes issuing a statement indicating the withdrawals occurring during the billing cycle;

wherein providing a time window for users to provide funds for the transaction card purchases includes providing a time window for users to provide funds for the withdrawals; and

wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes automatically transferring funds for the withdrawals reflected on the statement as a function of the withdrawals and a communication protocol implemented with the user during the time window.

49. The system of claim 45, wherein the computer arrangement is further configured and arranged for managing purchases for the transaction card.

50. The system of claim 45, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes transferring funds from a source designated by the user during the time window.

51. The system of claim 50, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window further includes transferring funds from the consideration-bearing banking account.

52. The system of claim 45, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes

automatically transferring funds from the consideration-bearing banking account in response to the user providing insufficient funds for all of the transaction card purchases.

53. The system of claim 45, wherein the consideration-bearing banking account is at least one of: an interest-bearing banking account; a checking account and a savings account.

54. The system of claim 45, wherein the computer arrangement is further configured and arranged for setting the threshold for each user as a function of a fixed value.

55. The system of claim 45, wherein the computer arrangement is further configured and arranged for recording the tracked purchases against the transaction cards in a deferred transaction billing record and wherein issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle includes issuing a statement indicating a balance in the deferred transaction billing record.

56. A method for managing transaction cards issued to respective users relative to their status at a banking institution at which they hold a consideration-bearing banking account, the method comprising:

- monitoring a transaction balance of the user's consideration-bearing banking account;
- notifying when the consideration-bearing bank account is below a threshold;
- establishing a transaction card purchase limit as a function of the transaction balance of the consideration-bearing bank account;

- tracking purchases against the transaction cards as a function of the transaction card purchase limit; and

- at the end of a billing cycle:

- issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle,

- providing a time window for users to provide funds for the transaction card purchases, and



for each user, automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window.

57. The method of claim 56, further comprising:

for each user, re-establishing the transaction card purchase limit as a function of tracked purchases against the transaction card.

58. The method of claim 56, further comprising:

for each user, re-establishing the transaction card purchase limit when the statement has been issued.

59. The method of claim 56, further comprising, for each user:

tracking withdrawals against the transaction cards as a function of the transaction card purchase limit;

wherein issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle includes issuing a statement indicating the withdrawals occurring during the billing cycle;

wherein providing a time window for users to provide funds for the transaction card purchases includes providing a time window for users to provide funds for the withdrawals; and

wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes automatically transferring funds for the withdrawals reflected on the statement as a function of the withdrawals and a communication protocol implemented with the user during the time window.

60. The method of claim 56, further comprising:

managing purchases for the transaction card.

61. The method of claim 56, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes transferring funds from a source designated by the user during the time window.

62. The method of claim 61, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window further includes transferring funds from the consideration-bearing banking account.

63. The method of claim 56, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes automatically transferring funds from the consideration-bearing banking account in response to the user providing insufficient funds for all of the transaction card purchases.

64. The method of claim 56, wherein the consideration-bearing banking account is at least one of: an interest-bearing banking account; a checking account and a savings account.

65. The method of claim 56, further comprising:  
setting the threshold for each user as a function of a fixed value.

66. The method of claim 56, further comprising:  
recording the tracked purchases against the transaction cards in a deferred transaction billing record; and  
wherein issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle includes issuing a statement indicating a balance in the deferred transaction billing record.

## **APPENDIX OF EVIDENCE**

Appellant is unaware of any evidence submitted in this application pursuant to 37 C.F.R. §§ 1.130, 1.131, and 1.132.

## **APPENDIX OF RELATED PROCEEDINGS**

As stated in Section II above, Appellant is unaware of any related appeals, interferences or judicial proceedings.